**NON-DISCLOSURE AGREEMENT**

**Non-Disclosure Agreement Template**

This Agreement is made on \_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BETWEEN**

1. **[the Disclosing Party],** (the "Disclosing Party"); and
2. **[the Receiving Party],** (the "Receiving Party"),

**Project Reference:** Information related, but not limited to, development projects and assignments to be performed by the Recipient for the Company.

The Company possesses competitively valuable Confidential Information (as hereinafter defined) regarding its current products, future products, research and development, and general business operations. Recipient may enter or has entered into a business relationship with the Company and in connection therewith may need to review or use the Company's Confidential Information and Materials or to create new Confidential Information and Materials for the Company. In consideration of the promises and covenants contained in this Agreement and the disclosure of Confidential Information and Materials from the Company to the Recipient, the parties hereto agree as follows:

**1. Confidential Information and Materials**

(a) "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template. "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template. "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template. "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template. "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template.

(b) ""Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template. "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template. "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template. "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template. "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template.

(c) "Confidential Information" shall be written in different parts. Continue writing confidential information and relevant materials of this non disclosure agreement template. "Confidential Information" shall be written in different parts.

**2. Restrictions**

(a) All restrictions regarding the disclosure of information of this agreement will be written here in different sections. State that the recipient is not allowed to disclose this confidential information to any third party but recipient can disclose this confidential information in accordance with some judicial or other governmental orders. All restrictions regarding the disclosure of information of this agreement will be written here in different sections. State that the recipient is not allowed to disclose this confidential information to any third party but recipient can disclose this confidential information in accordance with some judicial or other governmental orders.

(b) All restrictions regarding the disclosure of information of this agreement will be written here in different sections. State that the recipient is not allowed to disclose this confidential information to any third party but recipient can disclose this confidential information in accordance with some judicial or other governmental orders.

(c) All restrictions regarding the disclosure of information of this agreement will be written here in different sections. State that the recipient is not allowed to disclose this confidential information to any third party but recipient can disclose this confidential information in accordance with some judicial or other governmental orders. All restrictions regarding the disclosure of information of this agreement will be written here in different sections. State that the recipient is not allowed to disclose this confidential information to any third party but recipient can disclose this confidential information in accordance with some judicial or other governmental orders

(d) All restrictions regarding the disclosure of information of this agreement will be written here in different sections. State that the recipient is not allowed to disclose this confidential information to any third party but recipient can disclose this confidential information in accordance with some judicial or other governmental orders.

**3. Rights and Remedies**

(a) Continue writing rights and remedies available to both parties the sender and the recipient regarding disclosing the confidential information to some third party. Continue writing rights and remedies available to both parties the sender and the recipient regarding disclosing the confidential information to some third party. Continue writing rights and remedies available to both parties the sender and the recipient regarding disclosing the confidential information to some third party.

(b) Continue writing rights and remedies available to both parties the sender and the recipient regarding disclosing the confidential information to some third party. Continue writing rights and remedies available to both parties the sender and the recipient regarding disclosing the confidential information to some third party.

(c) Continue writing rights and remedies available to both parties the sender and the recipient regarding disclosing the confidential information to some third party. Continue writing rights and remedies available to both parties the sender and the recipient regarding disclosing the confidential information to some third party.

(d) Continue writing rights and remedies available to both parties the sender and the recipient regarding disclosing the confidential information to some third party.

**4. Miscellaneous**

(a) State other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations.

(b) State other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations. Write other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations. Write other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations.

(c) State other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations. Write other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations.

(d) Write other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations.

(e) State other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations. Write other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations.

(f) State other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations. Write other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations.

(g) State other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations.

(h) State other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations. Write other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations.

(i) State other terms and conditions that are necessary to make this agreement capable of preventing the recipient from disclosing the information of the sender company to some third party other than some stated situations.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

|  |  |
| --- | --- |
| **[Disclosing Party]** | **[Receiving Party]** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |